

SCHEDULE 27.2

PERFORMANCE MONITORING REPORTS, STANDARDS AND REMEDIES

1. Performance Monitoring Reports

1.1. Subject to the provisions of this Schedule 27.2, BA shall provide to [CLEC] performance monitoring reports (“Performance Monitoring Reports”) for services and facilities provided by BA. Subject to the provisions of Appendix 1, the Performance Monitoring Reports will include the measurements set forth in subsections (a) through (d) of this Section 1.1, to the extent the measurements set forth in a subsection are applicable to the services set forth in such subsection: (a) for services provided to BA’s retail customers, in the aggregate, the measurements stated in Appendix 1, Section 6, “Retail”; (b) for services and facilities provided to any BA local exchange affiliate purchasing Interconnection,¹ if BA decides to operate a wholesale carrier, the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”; (c) for services and facilities provided to carriers purchasing Interconnection, in the aggregate, the measurements stated in Appendix 1, Section 1, “OSS”, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, Section 4, “Network Interconnection Trunks”, and Section 5, “CLEC Billing”; and, (d) for services and facilities provided to [CLEC], the measurements stated in Appendix 1, Section 2, “Unbundled Network Elements”, Section 3, “Resale”, and Section 4, “Network Interconnection Trunks”.²

¹ As used in this Schedule 27.2, Section 1.1, “Interconnection” includes interconnection, transport and termination, services for resale, and/or access to unbundled network elements, under Section 251 of the Act, as amended.

² The measurements listed in subsections (b) and (d) do not include Section 2, “Unbundled Network Elements”, Measurement 7, “% Flow Through Orders”, and Section 3, “Resale”, Measurement 7, “% Flow Through Orders”.

1.2 The Performance Monitoring Reports shall be provided on a calendar quarter basis (January through March, April through June, July through September, October through December) with monthly information detail. The Performance Monitoring Reports shall be provided within forty-five (45) days after the completion of each calendar quarter. The first Performance Monitoring Reports shall cover the first full calendar quarter after the Effective Date of this Agreement.

2. Performance Metrics, Standards and Remedies

2.1 Appendix 2 sets out performance standards for 21 service quality measurement items (“Performance Metrics”) listed in the Performance Monitoring Reports. BA shall measure on a calendar quarter basis BA’s performance for each Performance Metric for service provided to [CLEC].

2.2 If for any calendar quarter BA fails to meet the standard for a Performance Metric for service provided to [CLEC], BA will conduct an investigation with regard to the failure. The investigation will review the validity of the measurement for the Performance Metric, and, if the measurement is concluded to be valid, identify the cause of the failure. After identifying the cause of the failure, BA will take commercially reasonable action to correct the failure resulting from such cause. [CLEC] shall provide all information and support reasonably requested by BA in order to enable BA to conduct the investigation and to correct any failure.

2.3.1 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2, above, to the extent the failure to meet the standard for a Performance Metric is caused by a Delaying Event. As used in this Schedule 27.2, “Delaying Event” means: (a) a failure by [CLEC] to perform any of its obligations set forth in this Agreement; (b) any delay, act or failure to act by [CLEC] or a customer, end-user, agent, affiliate, representative, vendor, or contractor of [CLEC]; (c) any Force Majeure Event as defined in Section 28.3; (d) any event, delay, act or failure to act, beyond the reasonable control of BA; or, (e) such other event, delay, act or failure to act upon which the Parties

may agree. In calculating a Performance Metric, BA may adjust the performance data to exclude any negative effect upon BA's meeting the standard for the Performance Metric caused by a Delaying Event. If, pursuant to this Section 2.3.1, BA adjusts performance data to exclude a negative effect upon BA's meeting the standard for a Performance Metric caused by a Delaying Event, BA shall provide to [CLEC] a reasonably detailed description of the adjustment. If [CLEC] disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 28.11 of the Agreement.

2.3.2 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2 for any Performance Metric that shows a failure to meet a performance standard if BA can reasonably show that (a) the measurement for the Performance Metric does not have a statistically valid basis, or (b) the data measured for service provided to [CLEC] cannot be validly compared to the measurement to which Appendix 2 specifies such data is to be compared (e.g., the measurement for service provided to BA retail customers). If, pursuant to the preceding sentence of this Section 2.3.2, BA excludes from action under Section 2.2 any Performance Metric, BA shall provide to [CLEC] a reasonably detailed explanation of the basis for the exclusion. If [CLEC] disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 28.11 of the Agreement.

2.3.3 BA may exclude from consideration in calculating Performance Metrics that measure a performance interval any activities where [CLEC] has requested a date due or other performance interval different from (greater or less than) that which BA provides for its own retail customers or its other telecommunications carrier customers.

2.3.4 BA shall not be obligated to take investigative or corrective action pursuant to Section 2.2 for any Performance Metric where the data for two or more months in a calendar quarter have been excluded from consideration pursuant to the provisions of this Agreement.

2.4 For each Performance Metric related to UNE or Resale Services that requires calculation of a percentage, a minimum of 200 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/200 \times 100 = b\%$). Lack of the minimum 200 items will result in BA being deemed to have met the standard for that Performance Metric. For each Performance Metric related to Interconnection Trunks that requires calculation of a percentage, a minimum of 50 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/50 \times 100 = b\%$). Lack of the minimum 50 items will result in BA being deemed to have met the standard for that Performance Metric.

2.5 As used in Appendix 2 for those Performance Metrics where “Parity” is the standard, “Parity” will be determined in accordance with Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

3. Performance Measurements, Standards and Remedies

3.1 Appendix 3 sets forth eight (8) performance categories (“Performance Categories”). Each Performance Category is composed of one or more performance measurements, which are listed in the left-hand column of each Performance Category matrix (“Performance Measurements”). Each Performance Category point-score, when calculated, will be the sum of the point-scores of the Performance Measurements composing that Performance Category, and may be “0”, a positive number (+1 or higher), or a negative number (-1 or less).

3.2 BA shall measure on a calendar quarter basis BA’s performance for each Performance Measurement for service provided to [CLEC]. No later than sixty (60) days after the completion of each calendar quarter, BA shall forward to [CLEC] a statement showing BA’s performance for each Performance Measurement for service provided to [CLEC] and a calculation of each Performance Category point-score (“Performance Statement”).

3.3 If for any calendar quarter BA fails to obtain a point-score of “0” or higher for a Performance Measurement for service provided to [CLEC], BA will conduct an investigation with regard to the failure. The investigation will review the validity of the measurement for the Performance Measurement, and, if the measurement is concluded to be valid, identify the cause of the failure. After identifying the cause of the failure, BA will take commercially reasonable action to correct the failure resulting from such cause. [CLEC] shall provide all information and support reasonably requested by BA in order to enable BA to conduct this investigation and to correct any failure to obtain a point-score of “0” or higher for the Performance Measurement.

3.4.1 Subject to the provisions of this Schedule 27.2 and other applicable provisions of this Agreement, if the point-score for a Performance Category for service provided to [CLEC] is a negative number (-1 or less) for two (2) consecutive calendar quarters, BA shall give a billing credit to [CLEC] in the amount provided for in Appendix 3 (“Performance Credit”). A Performance Credit shall be given for the second consecutive calendar quarter and for each subsequent consecutive calendar quarter for which the point-score for the Performance Category is a negative number (-1 or less). Each Performance Statement shall include a statement showing any Performance Credit due to [CLEC]. Each Performance Credit which is due shall be applied to an appropriate [CLEC] bill no later than thirty (30) days after the Performance Statement stating that the Performance Credit is due is delivered to [CLEC].

3.4.2 If the point-score for a Performance Category for service provided to [CLEC] is a positive number (+1 or more), BA may use the positive point-score for that Performance Category to off-set a negative point-score for that Performance Category for the next calendar quarter.

3.4.3.1 BA shall not be obligated to take investigative or corrective action pursuant to Section 3.3, or to pay a Performance Credit, to the extent the negative point-score for a Performance Measurement or Performance Category is caused by a Delaying Event, as defined in Section 2.3.1, above. In calculating

a Performance Measurement, BA may adjust the performance data to exclude any negative effect on BA's meeting the performance standard for the Performance Measurement caused by a Delaying Event. If, pursuant to this Section 3.4.3.1, BA adjusts performance data to exclude a negative effect on BA's meeting the performance standard for a Performance Measurement caused by a Delaying Event, BA shall provide to [CLEC] a reasonably detailed description of the adjustment. If [CLEC] disputes the appropriateness of the adjustment, either Party may seek resolution of the dispute in accordance with Section 28.11 of the Agreement.

3.4.3.2 BA may exclude from consideration in calculating Performance Category Point Scores and Performance Credits, and shall not be obligated to take investigative or corrective action pursuant to Section 3.3 with regard to, any Performance Measurement that shows a failure to meet a performance standard if BA can reasonably show that (a) the measurement for the Performance Measurement does not have a statistically valid basis, or (b) the data measured for service provided to [CLEC] cannot be validly compared to the measurement to which Appendix 3 specifies such data is to be compared (e.g., the measurement for service provided to BA retail customers). If, pursuant to the preceding sentence of this Section 3.4.3.2, BA excludes from consideration in calculating Performance Category Point Scores and Performance Credits and from action under Section 3.3 any Performance Measurement, BA shall provide to [CLEC] a reasonably detailed explanation of the basis for the exclusion. If [CLEC] disputes the appropriateness of the exclusion, either Party may seek resolution of the dispute in accordance with Section 28.11 of the Agreement.

3.4.3.3 BA may exclude from consideration in calculating Performance Measurements that measure a performance interval any activities where [CLEC] has requested a date due or other performance interval different from (greater or less than) that which BA provides for its own retail customers or its other telecommunications carrier customers.

3.4.3.4 BA may also exclude from consideration in calculating Performance Category point-scores and Performance Credits, and shall not be obligated to take investigative or corrective action pursuant to Section 3.3 with regard to, any Performance Measurement where the data for two or more months in a calendar quarter have been excluded from consideration pursuant to the provisions of this Agreement.

3.4.4 For each Performance Measurement related to OSS, UNE, Resale Services or Billing, that requires calculation of a percentage, a minimum of 200 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/200 \times 100 = b\%$). Lack of the minimum 200 items will result in BA receiving a “0 Points” score for that Performance Measurement. For each Performance Measurement related to Interconnection Trunks that requires calculation of a percentage, a minimum of 50 items per calendar quarter for the denominator shall be a prerequisite (e.g., $a/50 \times 100 = b\%$). Lack of the minimum 50 items will result in BA receiving a “0 Points” score for that Performance Measurement.

3.4.5 As used in Appendix 3 for those Performance Measurements where “Parity” is the standard, “Parity” will be determined in accordance with Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”.

4. Notwithstanding anything in this Agreement to the contrary, the Performance Metrics, Performance Metrics standards, Performance Measurements, Performance Measurements standards, Performance Categories, and Performance Credits, provided for in this Schedule 27.2 shall also apply to [CLEC] with regard to OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from [CLEC]. [CLEC] shall for OSS, UNE, Resale Services, Interconnection Trunks, and other services and arrangements, purchased by BA from [CLEC], provide to BA Performance Monitoring Reports and Performance Statements similar to those to be provided by BA to [CLEC]. If [CLEC] fails to meet a standard for a Performance Metric or a Performance Measurement or incurs a negative point-score on a Performance Category, [CLEC] shall (a) undertake

correction of the failure, to the same extent as BA would be required to undertake correction of the failure under this Schedule 27.2, and (b) give Performance Credits to BA, to the same extent as BA would be required to give Performance Credits to [CLEC] under this Schedule 27.2.

5. Appendix 1 sets out definitions for terms that are used in this Schedule 27.2. Except as clearly stated otherwise in a particular instance, these definitions apply throughout this Schedule 27.2.

6. [CLEC] agrees that the information contained in the Performance Reports and the information contained in the Performance Statements is confidential and proprietary to BA, and shall be used by [CLEC] solely for internal performance assessment purposes, for purposes of joint [CLEC] and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order, for the sole purpose of enforcing BA's obligations under this Agreement. [CLEC] shall not otherwise disclose the information contained in the Performance Reports or Performance Statements to third-persons.

7. BA shall provide [CLEC] with access to the available data and information necessary for [CLEC] to verify the accuracy of the Performance Monitoring Reports provided by BA to [CLEC]. [CLEC] agrees that such data and information is confidential and proprietary to BA and shall be used by [CLEC] solely for the purpose of verifying the accuracy of the Performance Monitoring Reports. [CLEC] shall not disclose such data and information to third-persons. BA shall be obligated to retain data and information for access by [CLEC] under this Section 7 only for the period of time required by Applicable Laws.

8. In providing Performance Reports to [CLEC], providing Performance Statements to [CLEC], providing [CLEC] with access to data and information pursuant to Section 7, above, and otherwise performing its obligations under this Schedule 27.2, BA shall not be obligated, and may decline, to

disclose to [CLEC] any individually identifiable information pertaining to a person other than [CLEC], including, but not limited to, any other carrier customer of BA or any retail customer of BA.

9. The Parties acknowledge that this Schedule 27.2 is intended to implement obligations of BA under the FCC's Memorandum Opinion and Order in "In the Applications of NYNEX Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of NYNEX Corporation and Its Subsidiaries", File No. NSD-L-96-10, Released August 14, 1997. This Schedule 27.2 shall be interpreted and construed in a manner consistent with the FCC's Memorandum Opinion and Order.

SCHEDULE 27.2

APPENDIX 1

PERFORMANCE MONITORING REPORTS

1. OSS

Key Service Quality Measurements	Notes
OSS:	
Pre-Order Process:	
1. Pre-Order Response Time:	<i>Not Carrier Specific</i>
<ul style="list-style-type: none">a. Customer Service Records	
<ul style="list-style-type: none">b. Other Pre-Order (Aggregate of the following):<ul style="list-style-type: none">Due Date AvailabilityProduct & Service Availability InformationAddress ValidationTelephone number availability and reservation	
2. Availability of BA interface to OSS access:	<i>Not Carrier Specific</i>
<ul style="list-style-type: none">% Interface Uptime³	

³ This Schedule contemplates that measurements will be conducted in connection with the use and/or operations of various BA systems (including, but not limited to, ECG, EDI, WebGUI, and BA systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing). The Parties, through good faith negotiation, shall amend this Schedule from time-to-time as necessary to conform the Schedule to changes in, discontinuance of, or replacement of, BA systems. Nothing in this Schedule shall be deemed to prevent BA from changing, discontinuing or replacing any BA system or any version, issue or edition of a BA system.

2. UNBUNDLED NETWORK ELEMENTS (“UNE”):

Key Service Quality Measurements	Notes
Ordering Process:	
3. Order Confirmation Timeliness:	.
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time - Order Confirmation <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials:</u>	
<ul style="list-style-type: none"> Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
4. Reject Timeliness	
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time -Rejects <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials:</u>	
<ul style="list-style-type: none"> Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
5. % Rejects:	
<ul style="list-style-type: none"> % Rejects 	
6. Timeliness of Completion Notification:	
<ul style="list-style-type: none"> Average Response Time - Notice of Completion 	

2. UNBUNDLED NETWORK ELEMENTS:

Key Service Quality Measurements	Notes
7. % Flow Through Orders	<i>Tracked Not Carrier Specific</i>
<i>Provisioning Process</i>	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Offered -Dispatch Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Completed - Dispatch Avg. Interval Completed - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Completed 	
10. % Completed within 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed within 5 Days (1 to 5 Lines) 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Dispatch % Missed Installation Appointment - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles within 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Troubles within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> % Installation Troubles within 30 days 	

2. UNBUNDLED NETWORK ELEMENTS:

Key Service Quality Measurements	Notes
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> • Trouble Report Rate - Dispatch • Trouble Report Rate - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> • Network Trouble Report Rate (Dispatch + No Dispatch) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> • % Missed Repair Appt - Dispatch • % Missed Repair Appt - No Dispatch 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> • Mean Time to Repair - Dispatch (Run Clock) • Mean Time to Repair - No Dispatch (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> • Mean Time to Repair (Stop Clock) 	
17. % Out of Service > 24 Hours	
<u>POTS:</u> <ul style="list-style-type: none"> • % Out of Service > 24 Hours 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Out of Service > 24 Hours 	
18. % Repeat Reports within 30 days	
<u>POTS:</u> <ul style="list-style-type: none"> • % Repeat Reports within 30 Days 	
<u>Specials:</u> <ul style="list-style-type: none"> • % Repeat Reports within 30 Days 	

3. *RESALE:*

Key Service Quality Measurements	Notes
Ordering Process:	
3. Order Confirmation Timeliness:	.
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time - Order Confirmation <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials:</u>	
<ul style="list-style-type: none"> Average Response Time: Order Confirmation <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
4. Reject Timeliness	
<u>POTS:</u>	
<ul style="list-style-type: none"> a. Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow-Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<ul style="list-style-type: none"> b. % On Time -Rejects <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
<u>Specials</u>	
<ul style="list-style-type: none"> Average Response Time - Rejects <ul style="list-style-type: none"> Mechanized (Flow Through) Orders Manual Orders: <ul style="list-style-type: none"> < 10 Lines ≥ 10 Lines 	
5. % Rejects:	
<ul style="list-style-type: none"> % Rejects 	
6. Timeliness of Completion Notification:	
<ul style="list-style-type: none"> Average Response Time - Notice of Completion 	

3. **RESALE:**

Key Service Quality Measurements	Notes
7. % Flow Through Orders	<i>Tracked Not Carrier Specific</i>
<i>Provisioning Process</i>	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Offered - Dispatch Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Completed - Dispatch Avg. Interval Completed -No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Completed 	

3. *RESALE:*

Key Service Quality Measurements	Notes
10. % Completed within 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed within 5 Days (1 to 5 Lines) 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment (BA) - Dispatch % Missed Appointment (BA) - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Appointment (BA) 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles within 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Dispatch + No Dispatch) 	
<u>Specials:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Dispatch + No Dispatch) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Repair Appointment - Dispatch % Missed Repair Appointment - No Dispatch 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> Mean Time to Repair (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> Mean Time to Repair (Stop Clock) 	

3. *RESALE:*

Key Service Quality Measurements	Notes
17. % Out of Service > 24 Hours	
<u>POTS:</u> <ul style="list-style-type: none">• % Out of Service > 24 Hours	
<u>Specials:</u> <ul style="list-style-type: none">• % Out of Service > 24 Hours	
18. % Repeat Reports within 30 days	
<u>POTS:</u> <ul style="list-style-type: none">• % Repeat Reports within 30 Days	
<u>Specials:</u> <ul style="list-style-type: none">• % Repeat Reports within 30 Days	

4. NETWORK INTERCONNECTION TRUNKS:

Key Service Quality Measurements	Notes
Ordering Process:	
3. Order Confirmation Timeliness:	
• a. Average Response Time: Firm Order Confirmation	
• b. % > 10 days	
4. Reject Timeliness	<i>Manual Tracking</i>
• a. Average Response Time: Rejects	
• b. % > 10 days	
5. % Rejects:	
• % Rejects	
6. Timeliness of Completion Notification:	
• Average Response Time - Notice of Completion (Requires Serial Number)	<i>Manual Tracking</i>
Provisioning Process	
8. Average Interval - Offered	
• Average Interval - Offered	
9. Average Interval - Completed	
• Average Interval - Completed	
10. [Intentionally Omitted]	
11. % Missed Installation Appointment -BA Reasons	
• % Missed Installation Appointment (BA Reasons)	
12. % Missed Installation Appointment - Facilities	
• % Missed Installation Appointment - Facilities	
13. % Installation Troubles within 30 Days	
• % Installation Trouble within 30 days	

4. NETWORK INTERCONNECTION TRUNKS:

Key Service Quality Measurements	Notes
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
• Network Trouble Report Rate	
15. [Intentionally Omitted]	
16. Mean Time to Repair	
• Mean Time to Repair (Stop Clock)	
17. % Out of Service > 24 Hours	
• % Out of Service > 24 Hours	
18. % Repeat Reports within 30 days	
• % Repeat Reports within 30 Days	
<i>Network Performance</i>	
20. % Dedicated Final Trunk Blockage	

5. CLEC BILLING (All Services, Interconnection, UNE and Resale):

Billing:	
21. Timeliness of Daily Usage Feed	
<ul style="list-style-type: none">• <u>Timeliness of Usage Information</u><ul style="list-style-type: none">• % Usage in 3 business days	
<ul style="list-style-type: none">• % Usage in 4 business days• % Usage in 5 business days• % Usage in 8 business days	
22. Timeliness of Carrier Bill	<i>Not Carrier Specific</i>

6. RETAIL:

Key Service Quality Measurements	Notes
<i>Pre-Order Process:</i>	
1. Pre-Order Response Time:	
<ul style="list-style-type: none"> a. Customer Service Records 	
<ul style="list-style-type: none"> b. Other Pre-Order (Aggregate of the following): <ul style="list-style-type: none"> Due Date Availability Product & Service Availability Information Address Validation Telephone number availability and reservation 	
<i>Provisioning Process</i>	
8. Average Interval - Offered	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Offered - Dispatch Avg. Interval Offered - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Offered 	
9. Average Interval - Completed	
<u>POTS:</u> <ul style="list-style-type: none"> Avg. Interval Completed - Dispatch Avg. Interval Completed - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Avg. Interval Completed 	

6. RETAIL:

Key Service Quality Measurements	Notes
10. % Completed within 5 business days - Total	
<u>POTS:</u> <ul style="list-style-type: none"> % Completed within 5 Days (1 to 5 Lines): 	
11. % Missed Installation Appointment -BA Reasons	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment (BA) - Dispatch % Missed Appointment (BA) - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Appointment (BA) 	
12. % Missed Installation Appointment - Facilities	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
<u>Specials:</u> <ul style="list-style-type: none"> % Missed Installation Appointment - Facilities 	
13. % Installation Troubles within 30 Days	
<u>POTS:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<u>Specials:</u> <ul style="list-style-type: none"> % Installation Trouble within 30 days 	
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
<u>POTS:</u> <ul style="list-style-type: none"> Network Trouble Report Rate - Total Network Trouble Report Rate - Dispatch Network Trouble Report Rate - No Dispatch 	
<u>Specials:</u> <ul style="list-style-type: none"> Network Trouble Report Rate (Dispatch + No Dispatch) 	
15. % Missed Repair Appointments	
<u>POTS:</u> <ul style="list-style-type: none"> % Missed Repair Appointment - Dispatch % Missed Repair Appointment - No Dispatch 	
16. Mean Time to Repair	
<u>POTS:</u> <ul style="list-style-type: none"> Mean Time to Repair - Total (Run Clock) Mean Time to Repair - Dispatch (Run Clock) Mean Time to Repair - No Dispatch (Run Clock) 	
<u>Specials:</u> <ul style="list-style-type: none"> Mean Time to Repair (Stop Clock) 	

6. RETAIL:

Key Service Quality Measurements	Notes
17. % Out of Service > 24 Hours	
<u>POTS:</u>	
• % Out of Service > 24 Hours	
<u>Specials:</u>	
• % Out of Service > 24 Hours	
18. % Repeat Reports within 30 days	
<u>POTS:</u>	
• % Repeat Reports within 30 Days	
<u>Specials:</u>	
• % Repeat Reports within 30 Days	

Trunks	
Key Service Quality Measurements	Notes
<i>Provisioning Process</i>	
8. Average Interval - Offered	
• Average Interval - Offered	FGD
9. Average Interval - Completed	
• Average Interval - Completed	FGD
10. [Intentionally Omitted]	
11. % Missed Installation Appointment -BA Reasons	
• % Missed Installation Appointment (<i>BA Reasons</i>)	FGD
12. % Missed Installation Appointment - Facilities	
• % Missed Installation Appointment - Facilities	FGD
13. % Installation Troubles within 30 Days	
• % Installation Trouble within 30 days	FGD
<i>Maintenance and Repair Process</i>	
14. Network Trouble Report Rate	
• Network Trouble Report Rate	FGD
15. [Intentionally Omitted]	
16. Mean Time to Repair	
• Mean Time to Repair (Stop Clock)	FGD
17. % Out of Service > 24 Hours	
• % Out of Service > 24 Hours	FGD
18. % Repeat Reports within 30 days	
• % Repeat Reports within 30 Days	FGD
19. % Common Final Trunk Blockage	

DEFINITIONS

The following definitions apply to the terms used in this Schedule 27.2.

Product Definitions:

Products:	Definition:
<ul style="list-style-type: none">• POTS services	<u>Retail and Resale POTS</u> includes all non-designed lines/circuits that originate at a customer's premise and terminate on an OE (switch Office Equipment). All others are considered specials. POTS includes Centrex, Basic ISDN and PBX trunks.
	<u>UNE POTS</u> includes Basic 2-Wire Analog Loop, Customer specified signaling loops, Analog Line Port, and Interim Number Portability. Includes both new loops and "coordinated cutover" loop orders. "Coordinated cutover" loops are orders where a live customer is converted to a CLEC re-using the outside plant facilities. Coordination of all parties is necessary to minimize disruption of service to the end user.
<ul style="list-style-type: none">• Special Services	Special Services ("Specials") are services or elements that require design intervention. These include such services/elements as: high capacity services (DS1 or DS3), Primary rate ISDN, digital services, private lines, multiplexing, and Interoffice Facilities.
<ul style="list-style-type: none">• Interconnection Trunks	Includes switched local interconnection (message) trunks carrying traffic between BA and CLEC offices. Includes End Office and Tandem trunks.
<ul style="list-style-type: none">• Number of Installation Orders	Total number of "N", "T", or "C" type orders. These orders include new orders, orders where the service is moving to a different location, or changes for existing service.

Key Service Quality Measurement Definitions:

Pre-Ordering:	.
<p>1. Response Time:</p>	<p><i>Note: All Pre-Order measures are reported on an aggregated basis and are not CLEC specific.</i> Where BA uses an access platform and Operations Support System (OSS) that serve multiple states, BA may combine measurement data from those states for this measurement.</p> <p>“Response time” is defined as the time, in seconds, that elapses from issuance of a query request to receipt of a response. For CLECs, this performance is measured at the ECG access platform. For BA, this performance is measured directly to and from the Operations Support System (OSS). (This measurement does not apply to the WebGUI interface.)</p> <p><u>Methodology:</u> BA to sample ten (10) transactions per hour per transaction type, for each interface, from Monday to Friday, 8 a.m. to 5 p.m., via Sentinel system. Sentinel will replicate the transaction of a BA service representative going directly to the OSS as well as a CLEC representative going to the OSS through ECG.</p>
<ul style="list-style-type: none"> Customer Service Record 	<p>Customer Service Records can range from 1 to about 200 pages.</p> <p>BA may combine measurement data for PA and DE for this measurement.</p> <p>BA may combine measurement data for DC, MD, VA and WV for this measurement.</p>
<ul style="list-style-type: none"> Other Pre-Order 	<p>Includes the average response time for the aggregate performance of the following: (1) due date availability; (2) address validation; (3) product & service availability; and, (4) telephone number availability/reservation.</p> <p>BA may combine measurement data from all BA—South states (DE, DC, MD, NJ, PA, VA, WV) for this measurement.</p>

Key Service Quality Measurement Definitions:

2. OSS Interface Availability (%)	<p><i>Note: All Pre-Order measures are reported on an aggregated basis and are not CLEC specific. Where BA uses an access platform that serves multiple states, BA may combine measurement data from those states for this measurement.</i></p> <p>Measures the percentage of time the OSS interface is available compared to scheduled availability.</p> <p>BA may combine measurement data from all BA—South states (DE, DC, MD, NJ, PA, VA, WV) for this measurement.</p>
Ordering:	
3. Order Confirmation Timeliness:	
<ul style="list-style-type: none"> • UNE and Resale Average Response Time: Mechanized Orders 	<p>Average response time (in hours) from EDI or WebGUI⁴ receipt of a valid order request to EDI or WebGUI distribution of service order confirmation. Hours exclude weekends and holidays. Includes orders received via EDI or WebGUI that flow-through to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • UNE and Resale Average Response Time: Manual Orders 	<p>Average response time (in hours) from EDI or WebGUI receipt of a valid order request to EDI or WebGUI distribution of service order confirmation. Hours exclude weekends and holidays. Includes orders received via EDI or WebGUI that require manual input to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • Interconnection Trunks 	<p>Average response time (in days) from receipt of a valid Access Service Request (“ASR”) to distribution of a Firm Order Confirmation (“FOC”). Hours exclude weekends and holidays. Includes orders for 96 or fewer trunks for which facilities are available. All ASRs must be electronically transmitted for this measurement to apply. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • Interconnection Trunks: % > 10 Days 	<p>For Interconnection Trunk orders (non-negotiated due dates), the percentage of ASRs where the Firm Order Confirmations are sent more than ten (10) days after</p>

⁴ As of the effective date of this Agreement, BA’s WebGUI may not be fully available for use in the BA-South states (DE, DC, MD, NJ, PA, VA, WV). Accordingly, references in this Schedule 27.2 to BA’s WebGUI are to BA’s WebGUI when and to the extent it is available for use by [CLEC].

	receipt of a valid ASR. Days exclude weekends and holidays. All ASRs must be electronically transmitted for this measurement to apply. Does not include orders with negotiated intervals.
<ul style="list-style-type: none"> • Application Date/Time 	Orders received after 12 Noon Eastern Time will be considered received the next business day.

Key Service Quality Measurement Definitions:

4. Reject Notice Timeliness:	
<ul style="list-style-type: none"> • UNE and Resale Average Response Time - Mechanized 	<p>Average response time (in hours) from EDI or WebGUI receipt of an order request to EDI or WebGUI distribution of reject or query. Hours exclude weekends and holidays. Includes orders received via EDI or WebGUI that flow-through to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • UNE and Resale Average Response Time - Manual 	<p>Average response time (in hours) from EDI or WebGUI receipt of a service request to EDI or WebGUI distribution of reject or query. Includes orders received via EDI or WebGUI that require manual input to legacy OSS ordering and provisioning systems. Does not include orders with negotiated intervals.</p>
<ul style="list-style-type: none"> • Interconnection Trunks 	<p>Average response time (in days) from receipt of an Access Service Request (“ASR”) to distribution of a reject or query. Hours exclude weekends and holidays. Includes orders for 96 or fewer trunks for which facilities are available. All ASRs must be electronically transmitted for measurement to apply. Does not include orders with negotiated intervals.</p> <p>This measurement is currently under development for Network Interconnection Trunks and will be furnished for Network Interconnection Trunks when available.</p>
<ul style="list-style-type: none"> • Interconnection Trunks: % > 10 Days 	<p>For Interconnection Trunk orders (non-negotiated due dates), the percentage of ASRs where the reject or query is sent more than 10 days after receipt of an ASR. Days exclude weekends and holidays. All ASRs must be electronically transmitted for measurement to apply. Does not include orders with negotiated intervals.</p> <p>This measurement is currently under development for Network Interconnection Trunks and will be furnished for Network Interconnection Trunks when available.</p>
<ul style="list-style-type: none"> • Application Date/Time 	<p>Orders received after 12 Noon Eastern Time will be considered received the next business day.</p>
5. % Rejects	<p>The percent of total orders received that are rejected or queried by BA.</p> <p>This measurement is currently under development for Network Interconnection Trunks and will be furnished</p>

	for Network Interconnection Trunks when available.
6. Timeliness of Completion Notification	<p>The average interval (in days) from work completion to the distribution of the order completion notification. Under the current process: UNE non-loop and Resale order completion notifications are transmitted either electronically via EDI or WebGUI or via FAX; for UNE loop orders, measurement is from the turnover of the loop to telephonic acceptance by the CLEC; and, for Interconnection Trunks, measurement is from work completion to telephonic acceptance by the CLEC at turn-up. Does not include orders with negotiated intervals.</p> <p>This measurement is currently under development for Network Interconnection Trunks and will be furnished for Network Interconnection Trunks when available.</p>
7. % Flow Through Orders	The percentage of valid orders received via EDI or WebGUI and processed directly to legacy service order processor without manual intervention. Flow-Through measurements are reported on an aggregated basis and not on a CLEC specific basis. Where BA uses an access platform and OSS that serve multiple states, BA may combine measurement data from those states for this measurement.
Provisioning:	
8. Average Interval - Offered	<p>Average number of business days between order application date and committed due date. The application date is the date that a valid service request is received. For orders received after 12 Noon Eastern Time the next business day is considered the application date. Includes "W" coded orders only. Does not include an order with a due date that is beyond the standard available appointment interval. Does not include coordinated cut-over orders.</p>

Key Service Quality Measurement Definitions:

9. Average Interval - Completed	Average number of business days between order application date and actual work completion date. The application date is the date that a valid service request is received. Completion date is the field completion date noted on the Service Order. Includes “W” coded orders only. Orders completed late due to a CLEC or CLEC end user caused delay are excluded from this performance measure. Does not include an order with a due date that is beyond the standard available appointment interval.
10. % Completed within 5 business days - Total	For POTS orders of 1 to 5 lines. The percentage of orders completed in 5 business days between order application date and actual work completion date. The application date is the date that a valid service request is received. Includes “W” coded orders only. Orders completed late due to a CLEC or CLEC end user caused delay are excluded from this performance measure. Does not include an order with a due date that is beyond the standard available appointment interval. Does not include coordinated cut-over orders, such as loop or number portability orders.
11. % Missed Installation Appointment - BA - Total	Percentage of all orders completed for which there was a missed installation appointment caused by BA. Excludes missed installation appointments caused by CLEC or end user, including required access not available during appointment interval.
<ul style="list-style-type: none"> • % Missed Installation Appointment - Dispatch 	Same as above, for orders that require the dispatch of a BA technician outside of a BA central office.
<ul style="list-style-type: none"> • % Missed Installation Appointment - No Dispatch 	Same as above, for orders that do not require the dispatch of a BA technician outside of a BA central office. Includes orders that require switch translation and/or central office dispatch for wiring work.
12. % Missed Installation Appointment - Facilities	Percentage of all orders completed for which there was a missed installation appointment due to lack of BA facilities.
13. % Installation Troubles within 30 Days	Percentage of lines/circuits/trunks ordered for which a Network Trouble (Disposition Codes, 3, 4 and 5) is reported and found within 30 days of order completion. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are

	excluded.
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Key Service Quality Measurement Definitions:

Maintenance:	
14. Network Trouble Report Rate	Total Initial Customer direct or referred Troubles reported on services by customer, where the trouble disposition was found to be a network problem (Disposition Codes 3, 4 and 5), per 100 lines/circuits/trunks in service. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
<ul style="list-style-type: none"> • Trouble Report Rate - Dispatch 	Same as above, Disposition Codes 3 (Drop Wire) and 4 (Outside Plant) only. Troubles found to be in the Outside Plant facilities.
<ul style="list-style-type: none"> • Trouble Report Rate - No Dispatch 	Same as above, Disposition Code 5 (Central Office) only. Troubles found to be within the Central Office, including translation troubles.
15. % Missed Repair Appointments	The percentage of Initial Network Trouble Reports (Disposition Codes 3, 4 and 5) that are not repaired and cleared by the time committed. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Also excludes missed repair appointments caused by CLEC or end user, including required access not available during appointment interval. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
<ul style="list-style-type: none"> • % Missed Repair Appointment - Dispatch 	Same as above, for troubles where a dispatch was required outside of the BA Central Office and the trouble was found in Outside Plant (Disposition Codes 3 and 4). Troubles where there was both an inside and an outside dispatch are included if the final resolution was a loop trouble.
<ul style="list-style-type: none"> • % Missed Repair Appointment - No Dispatch 	Same as above, for troubles where a dispatch may have been required outside of the BA Central Office, but the trouble was resolved within the Central Office. Includes translation type troubles as well as Central Office type troubles.
16. Mean Time to Repair	For Initial Customer Trouble Reports found to be network troubles (Disposition Codes 3, 4 and 5), the average duration time from trouble receipt to trouble

	clearance. Running clock for POTS troubles. Stop Clock for Specials troubles and Interconnection Trunk troubles. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), and troubles closed due to customer action. Trouble reports on unregulated services, such as Voice Messaging, are excluded.
17. % Out of Service > 24 Hours	Network troubles (Disposition Codes 3, 4 and 5) out of service, repaired and cleared more than 24 hours after receipt of a customer trouble report, as a percentage of total network troubles (Disposition Codes 3, 4 and 5) out of service. Out of Service means that there is no dial tone, the customer cannot call out, or the customer cannot be called. The Out of Service period commences when the trouble is entered into BA's designated trouble reporting interface either directly by the CLEC or by a BA representative upon notification by the CLEC. Excludes subsequent reports (additional customer calls while the trouble is pending), Customer Provided Equipment (CPE) troubles, troubles reported but not found (Found OK and Test OK), troubles closed due to customer action, and troubles not out of service. Trouble reports on unregulated services, such as Voice Messaging, are excluded.

Key Service Quality Measurement Definitions:

18. % Repeat Trouble Reports within 30 days	The percentage of network troubles (Disposition Codes 3, 4 and 5) cleared that have an additional trouble within thirty (30) days for which a network trouble (Disposition Codes 3, 4 and 5) is found. A "Repeat Trouble Report" is a trouble on the same line/circuit/trunk as a previous trouble reported within the last thirty (30) calendar days. A trouble report is not treated as a "Repeat Trouble Report" where the original trouble report was: trouble that had an originating disposition code of CPE (customer premises equipment—disposition codes 12 and 13); trouble that had an originating disposition code of Customer Action (disposition code 6); or, trouble that originally closed as a Front End Close-Out. A trouble report is also not treated as a "Repeat Trouble Report" where the repeat report is: a subsequent report (an
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	additional customer call while the trouble is pending); customer provided equipment (CPE) trouble; trouble reported but not found (Found OK and Test OK); or, trouble closed due to customer action.
Network Performance:	
19. % Common Final Trunk Blockage	<p>Measures the percentage of BA Common Final Trunk Groups that exceed the applicable blocking design threshold (either B.01 or B.005).</p> <p>Common Final Trunks: Common Final Trunks carry local traffic between BA end offices and the BA Tandem and between BA end offices.</p> <p>Does not include Common Final Trunks carrying only IXC traffic.</p> <p>Blockage: The system used to measure trunk performance is TNDS (Total Network Data System). Monthly trunk blockage studies are based on a time consistent busy hour. The percentage of BA trunk groups exceeding the applicable blocking design threshold (either B.01 or B.005) will be reported. For B.01 design, this is trunk groups exceeding a threshold of about 3% blocking. For B.005 design, this is trunk groups exceeding a threshold of about 2% blocking.</p> <p>BA may combine measurement data for PA and DE for this measurement.</p>
20. % Dedicated Final Trunk Blockage	<p>Measures the percentage of BA Dedicated Final Trunk Groups that exceed the applicable blocking design threshold (either B.01 or B.005).</p> <p>Dedicated Final Trunks: Dedicated final trunk groups carry local traffic from a BA Access Tandem to a CLEC switch. A dedicated final trunk group does not overflow.</p> <p>Does not include IXC dedicated trunks or Dedicated Final Trunks carrying only IXC traffic.</p> <p>Blockage: The system used to measure trunk performance is TNDS (Total Network Data System). Monthly trunk blockage studies are based on a time consistent busy hour. The percentage of BA to CLEC dedicated final trunk groups exceeding the applicable blocking design (either B.01 or B.005) will be</p>

	<p>reported. For B.01 design, this is trunk groups exceeding a threshold of about 3% blocking. For B.005 design, this is trunk groups exceeding a threshold of about 2% blocking.</p>
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	<p>BA may combine measurement data for PA and DE for this measurement.</p>
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Billing:	
21. Timeliness of Daily Usage Feed	Measures the number of business days from the creation of the message to the date that the usage information is made available to the CLEC on the daily usage feed. Measured in percentage of usage records available for transmission in 3, 4, 5, and 8 business days. The measurement includes both UNE and Resale.
22. Timeliness of Carrier Bill	Measures the percentage of carrier bills ready for distribution to the carriers within 10 business days of the bill date. Includes mechanized and paper carrier CABS bills for both carrier access and CLECs. Does not include summary bills sent from CRIS. This is an aggregate measurement and not CLEC specific.

SCHEDULE 27.2

APPENDIX 2

PERFORMANCE METRICS, STANDARDS AND REMEDIES

A. Unbundled Network Elements

1. Ordering and Provisioning

Performance Metric	Standard
% Installation Troubles within 30 Days (POTS) (UNE KSQM 13) ⁵	Parity
% Installation Troubles within 30 Days (Specials) (UNE KSQM 13)	Parity

2. Maintenance

Performance Metric	Standard
Mean Time to Repair - Dispatch (POTS) (UNE KSQM 16)	Parity
Mean Time to Repair - No Dispatch (POTS) (UNE KSQM 16)	Parity
Mean Time to Repair (Specials) (UNE KSQM 16)	Parity

B. Resale Services

1. Ordering and Provisioning

Performance Metric	Standard
Average Interval Offered (POTS) - Dispatch (Resale KSQM 8)	Parity
Average Interval Offered (POTS) - No Dispatch (Resale KSQM 8)	Parity
Average Interval Offered (Specials) (Resale KSQM 8)	Parity
Average Interval Completed (POTS) - Dispatch (Resale KSQM 9)	Parity
Average Interval Completed (POTS) - No Dispatch	Parity

⁵ “(UNE KSQM 13)” identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Metric.

(Resale KSQM 9)	
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Average Interval Completed (Specials) (Resale KSQM 9)	Parity
% Installation Troubles within 30 Days (POTS) (Resale KSQM 13)	Parity
% Installation Troubles within 30 Days (Specials) (Resale KSQM 13)	Parity

2. Maintenance

Performance Metric	Standard
Mean Time to Repair (POTS) (Resale KSQM 16)	Parity
Mean Time to Repair (Specials) (Resale KSQM 16)	Parity

C. Interconnection Trunks

1. Ordering and Provisioning

Performance Metric	Standard
FOC Timeliness (Network Interconnection Trunks {"IT"} KSQM 3.b)	↓90% in 10 Days
Rejects Timeliness (IT KSQM 4.b)	↓90% in 10 Days
Average Interval Offered (IT KSQM 8)	Parity
Average Interval Completed (IT KSQM 9)	Parity

D. Network Performance

1. Final Trunk Group Blocking

Performance Metric	Standard
Dedicated Final Trunk Group Blockage (CLEC Trunks) (IT KSQM 20)	(B.01 Design Standard or B.005 Design Standard, as applicable)
Common Final Trunk Group Blockage (Retail Trunks) (IT KSQM 19)	(B.01 Design Standard or B.005 Design Standard, as applicable)

Parity

“Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” for UNE and Resale Services will be based upon a comparison of BA’s performance for the above Performance Metrics with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements as reasonably determined and provided by BA.

Definitions, Conditions, Requirements & Exclusions for Appendix 2

See, “UNE Definitions, Conditions, Requirements & Exclusions”, “Resale Definitions, Conditions, Requirements & Exclusions”, “Interconnection Trunk Definitions, Conditions, Requirements & Exclusions”, and “Billing Definitions, Conditions, Requirements & Exclusions”, in Appendix 3, which are incorporated here by reference. As used in this Appendix 2, references to Performance Measurements in “UNE Definitions, Conditions, Requirements & Exclusions”, “Resale Definitions, Conditions, Requirements & Exclusions”, “Interconnection Trunk Definitions, Conditions, Requirements & Exclusions”, and “Billing Definitions, Conditions, Requirements & Exclusions”, in Appendix 3, shall be deemed to be references to Performance Metrics.

Resale Services

1. Ordering and Provisioning. Average Interval Offered and Average Interval Completed Performance Measurements do not include orders with negotiated intervals.

Interconnection Trunks

1. FOC and Rejects measurements apply only to electronically received ASRs.
2. FOC and Rejects measurements apply only to additions to existing trunk groups, adding 96 or fewer trunks, with no routing or translations changes.
3. Average Interval Offered measurement comparison is to IXC Feature Group D switched access trunks provided by BA to IXCs.
4. Average Interval Offered measurement applies only to additions to existing trunk groups, adding 96 or fewer trunks, with no routing or translations changes.
5. Average Interval Completed comparison is to IXC Feature Group D switched access trunks provided by BA to IXCs.
6. Average Interval Completed measurement applies only to additions to existing trunk groups, adding 96 or fewer trunks, with no routing or translations changes.

SCHEDULE 27.2

APPENDIX 3

PERFORMANCE MEASUREMENTS, STANDARDS AND REMEDIES

A. Operational Support Systems

1. Performance Category 1 -- OSS Pre-Order Response Time and Availability

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
Response Time - Customer Service Records (OSS KSQM 1.a) ⁶	>8.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Response Time - Aggregated Other Pre-Order Transactions (OSS KSQM 1.b)	>8.5 seconds difference	7.0 to 8.5 seconds difference	<7.0 seconds difference
Access Platform Availability ¹ (OSS KSQM 2)	<99 % Availability	≥99% Availability	

¹ Excludes (a) scheduled maintenance and (b) unavailability of Operations Support Systems (e.g., BOSS, Livewire) other than the access platform.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

-1 to -2 points = 1 % of OSS Charges for the Measured Calendar Quarter

-3 points = 2 % of OSS Charges for the Measured Calendar Quarter

⁶ “(OSS KSQM 1)” identifies the Key Service Quality Measurement listed in Appendix 1 which is the basis for measurement of this Performance Measurement.

OSS Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Response Time:

1. Performance Measurements and Performance Credits apply only to use of the ECG gateway or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA.
2. Performance Measurements and Performance Credits will be calculated only if the ECG gateway (or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA) has been fully tested by the Parties and accepted by [CLEC], and is used by [CLEC] for all transactions.
3. Performance Measurements apply only to CSR Retrieval and Aggregated Other Pre-Order Transactions. Aggregated Other Pre-Order Transactions will initially include Telephone Number Availability and Reservation, and Address Validation. Product & Service Availability Information and Due Date Availability will be added in the future.
4. [CLEC] shall provide to BA forecasts of volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for UNE and Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] for each month. Forecasts for Interconnection Trunk volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] either (a) for each month or (b) for each quarter, in which case the quarterly volume will be pro-rated to a monthly volume. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in timely submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If [CLEC] fails to timely provide the forecasts of volumes to BA, BA may exclude Performance Category 1 and the Performance Measurements in Category 1 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.
5. If [CLEC] submits more than 60 orders in a day and [CLEC] submitted work load for any one hour in that day is more than twice (2x) the daily average hour [CLEC] submitted work load,⁷ all transactions for that day will be deemed to have at least met “Equals Standard” (“O” Points).

⁷ In calculating “the daily average hour [CLEC] submitted work load”, the “daily” period used for the calculation shall be deemed to be twelve (12) hours in length.

6. These Performance Measurements are not carrier specific.

Access Platform Availability:

1. This Performance Measurement is not carrier specific. This Performance Measurement measures the overall availability performance of the OSS access platform and is not service or function specific.

2. Performance Measurements and Performance Credits will be calculated only if the ECG gateway (or such successor OSS gateway as shall be implemented and designated for measurement under this Performance Category by BA) has been fully tested by the Parties and accepted by [CLEC], and is used by [CLEC] for all transactions.

B. Unbundled Network Elements:

1. Performance Category 2 – UNE Ordering and Provisioning:

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS - OC Timeliness: <10 Lines (UNE KSQM 3.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - OC Timeliness: ≥10 Lines (UNE KSQM 3.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
POTS - Reject Timeliness: <10 Lines (UNE KSQM 4.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - Reject Timeliness: ≥10 Lines (UNE KSQM 4.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
Missed Installation Appointments: POTS - Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: POTS - No Dispatch (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: Specials (UNE KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²

OC = Order confirmation

¹ Orders received after 12:00 Noon Eastern Time shall have the “clock” start at 8:00 a.m. on the next business day.

² “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credits

-1 to -3 points = 5 % of UNE POTS and Specials Non-Recurring Charges for [CLEC] for the measured calendar quarter times the Missed Installation Factor¹

-4 to -5 points = 10 % of UNE POTS and Specials Non-Recurring Charges for [CLEC] for the measured calendar quarter times the Missed Installation Factor¹

-6 to -7 points = 15 % of UNE POTS and Specials Non-Recurring Charges for [CLEC] for the measured calendar quarter times the Missed Installation Factor¹

¹ Missed Installation Factor = (Missed Installation Appointments for UNE POTS and Specials provided by BA to [CLEC] for the measured calendar quarter as a percentage of Installation Appointments for UNE POTS and Specials provided by BA to [CLEC] for the measured calendar quarter) - (Missed Installation Appointments for POTS and Specials provided by BA to BA retail customers for the measured calendar quarter as a percentage of Installation Appointments for POTS and Specials provided by BA to BA retail customers for the measured calendar quarter).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to [CLEC] for a missed installation appointment, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 100% of the non-recurring charges for the UNE item that was subject to the missed installation appointment.

If more than 10% of [CLEC]'s orders are rejected or queried by BA,⁸ BA shall not be obligated to calculate this Performance Category, to pay a Performance Credit in connection with this Performance Category, or to take investigative or corrective action under Section 3.3 with regard to any Performance Measurement in this Performance Category.

⁸ Orders that are rejected or queried by BA because of a failure in the operation of a BA ordering system will not be included in calculations to determine the percentage of [CLEC]'s orders that are rejected or queried by BA.

2. Performance Category 3 – UNE Maintenance:

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
SPECIALS: % Out of Service > 24 Hours (UNE KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
POTS: % Repeat Reports within 30 Days (UNE KSQM 18)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 2 % of UNE POTS and Specials Recurring Charges for [CLEC] for the measured calendar quarter times the Lines Out of Service Factor¹

-2 points = 4 % of UNE POTS and Specials Recurring Charges for [CLEC] for the measured calendar quarter times the Lines Out of Service Factor¹

-3 points = 6 % of UNE POTS and Specials Recurring Charges for [CLEC] for the measured calendar quarter times the Lines Out of Service Factor¹

¹ Lines Out of Service Factor = (Percentage of [CLEC] UNE POTS and Specials lines network troubles out of service > 24 hours - Percentage of BA retail customer POTS and Specials lines network troubles out of service > 24 hours) x ([CLEC] UNE POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total [CLEC] UNE POTS and Specials lines in service).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to [CLEC] for an out of service condition or other measured service affecting condition, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 200% of the pro-rated recurring charges for the UNE item that was out of service or subject to the measured service affecting condition for the period that such UNE item was out of service or subject to the measured service affecting condition.

Adjustment of Performance Credit:

In the repair/maintenance function, mutual responsibilities exist. The responsibility for testing unbundled loops and the identification of a required dispatch for UNE reside with [CLEC]. Reductions will be made in the Performance Credit if necessary access is not available, or if a dispatch is made and no trouble is found,⁹ or if trouble is found to be on the [CLEC] customer's side of the network demarcation point (e.g., in premises wiring or customer premises equipment), at a statistically higher rate than BA experiences for BA's own retail customers.

	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% No Access	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ "Parity" will be determined in accordance with the statistical methodology set forth in Appendix 4, "Statistical Methodology for Determining 'Parity' Range".

Total Score:

0 or Greater Points = No Adjustment to Maintenance Performance Credit

-1 point = 25 % Reduction of Maintenance Performance Credit

-2 points = 50 % Reduction of Maintenance Performance Credit

⁹ BA will not include in calculations to determine reductions in the Performance Credit a dispatch where no trouble is found if a trouble which should have been found on such dispatch is found on a subsequent dispatch.

UNE Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Ordering (OC Timeliness and Reject Timeliness):

1. Unbundled Switching Network Elements are included for measurement after the establishment of unbundled switching in the switch through the joint planning/services establishment process.
2. Performance Measurements and Performance Credits will apply only if: (a) EDI Issue 8 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for [CLEC]'s use) is in place and is being used by [CLEC] for all UNE ordering which can be performed via EDI; or, (b) BA's WebGUI is in place and being used by [CLEC] for all UNE ordering which can be performed via BA's WebGUI. [CLEC] must implement later specifications of EDI and later versions of WebGUI within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for [CLEC]'s use.
3. [CLEC] shall provide to BA forecasts of UNE volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for UNE volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If [CLEC] fails to timely provide the forecasts of UNE volumes to BA, BA may exclude Performance Category 2 and the Performance Measurements in Category 2 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.
4. If [CLEC] submits more than 60 orders in a day and [CLEC] submitted work load for any one hour in that day is more than twice (2x) the daily average hour [CLEC] submitted work load,¹⁰ all transactions for that day will be deemed to have at least met "Equals Standard" ("O" Points).
5. OC and Reject Timeliness Performance Measurements do not apply to orders with negotiated due dates.

¹⁰ In calculating "the daily average hour [CLEC] submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

Provisioning (Missed Installation Appointments):

1. [CLEC] Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of [CLEC], [CLEC]'s contractors or vendors,¹¹ or [CLEC]'s customers (including, but not limited to, inability to access customer interfaces and terminals).

2. If the Expedited Due Dates¹² for any one month in a measured calendar quarter exceed 10% of the total appointments for that month, BA will not be obligated to calculate Performance Category 2 for that month, or the Performance Measurements in Performance Category 2 for that month, and may exclude Performance Category 2 for that month, and the Performance Measurements in Performance Category 2 for that month, from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.

3. [CLEC] Missed Installation Appointments will be included in the computation only if:

a. Loop Orders:

- (i) ANI to [CLEC] telephone number, verification successful from DEMARC by BA field technician.
- (ii) All order information submitted by [CLEC] was valid, accurate and complete (e.g., street address, end user local contact (LCON), floor/unit number, appropriate [CLEC] transmission equipment assignment information).
- (iii) [CLEC] and [CLEC]'s customer were available and ready for service at appointed date and time.
- (iv) Verifiable [CLEC] dial tone and correct [CLEC] telephone number at POT bay testable by BA technician, by 8:00 a.m. on the date due minus one (1) day.
- (v) Accurate account and end user information was submitted on the service request.
- (vi) Orders were completed as submitted without cancellation after Order Confirmation.
- (vii) [CLEC] and [CLEC]'s customer were available for testing and cooperative coordination as requested by BA.

4. [CLEC] shall provide to BA forecasts of UNE volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for UNE volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If [CLEC] fails to timely provide the forecasts of UNE volumes to BA, BA may exclude Performance Category 2 and the Performance Measurements in Category 2 from calculation of Performance Credits and from taking investigative and corrective action under Section 3.3.

¹¹ For the purposes of Paragraph 1, above, the phrase "[CLEC]'s contractors or vendors" does not include BA.

¹² An "Expedited Due Date" is any due date with a shorter interval than the standard interval being offered by BA for the transaction at the time the transaction is requested.

5. If more than 10% of [CLEC]'s orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of [CLEC] provided information during provisioning, BA may exclude the Missed Installation Appointments Performance Measurements for that month from the calculation of calendar quarter Performance Measurements and Performance Credits.

6. Performance Measurement calculations for provisioning will exclude UNEs provided pursuant to negotiated installation intervals.

Maintenance:

1. Out of Service Over 24 Hours: Excluded will be reports where access was required but not available during the first 24 hours.

2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 03 (Drops), 04 (Loops) and 05 (Inside Central Office).

3. UNE loops that meet the standards identified in appropriate BA unbundled loop Technical References will not be treated as Out of Service.

4. [CLEC] shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.

5. The [CLEC] repair center and toll free number must be available 24 hours per day, seven days per week.

C. Resale Services:

1. Performance Category 4 – Resale Services Ordering and Provisioning:

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS - OC Timeliness: <10 Lines (Resale KSQM 3.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - OC Timeliness: ≥10 Lines (Resale KSQM 3.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
POTS - Reject Timeliness: <10 Lines (Resale KSQM 4.b)	<89.5 % ≤ 24 Hours ¹	89.5 - 90.5% ≤ 24 Hours ¹	> 90.5% ≤ 24 Hours ¹
POTS - Reject Timeliness: ≥10 Lines (Resale KSQM 4.b)	<89.5 % ≤ 96 Hours ¹	89.5 - 90.5% ≤ 96 Hours ¹	> 90.5% ≤ 96 Hours ¹
Missed Installation Appointments: POTS - Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: POTS - No Dispatch (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²
Missed Installation Appointments: Specials (Resale KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²

OC = Order Confirmation

¹ Orders Received after 12:00 Noon Eastern Time will have the “clock” start at 8:00 a.m. on the next business day.

² “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the appropriate corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

-1 to -3 points = 5 % of Resale Services Non-Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Missed Installation Factor¹

-4 to -5 points = 10 % of Resale Services Non-Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Missed Installation Factor¹

-6 to -7 points = 15 % of Resale Services Non-Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Missed Installation Factor¹

¹ Missed Installation Factor = (Missed Installation Appointments for Resale Services provided by BA to [CLEC] for the measured calendar quarter as a percentage of Installation Appointments for Resale Services provided by BA to [CLEC] for the measured calendar quarter) - (Missed Installation Appointments for corresponding retail services provided by BA to BA retail customers for the measured calendar quarter as a percentage of Installation Appointments for corresponding retail services provided by BA to BA retail customers for the measured calendar quarter).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to [CLEC] for a missed installation appointment, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 100% of the non-recurring charges for the item of Resale Service that was subject to the missed installation appointment.

If more than 10% of [CLEC]'s orders are rejected or queried by BA,¹³ BA shall not be obligated to calculate this Performance Category, to pay a Performance Credit in connection with this Performance Category, or to take investigative or corrective action under Section 3.3 with regard to any Performance Measurement in this Performance Category.

2. Performance Category 5 – Resale Services Maintenance:

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
POTS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
SPECIALS: % Out of Service > 24 Hours (Resale KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
POTS - % Repeat Reports within 30 Days (Resale KSQM 18)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurements with BA’s performance for the corresponding Retail measurements set forth in Appendix 1, or, in the absence of appropriate corresponding Retail measurements set forth in Appendix 1, Retail measurements to be reasonably determined and provided by BA.

Calculation of Performance Credit:

Total Score:

0 or Greater Points = No Performance Credit

¹³ Orders that are rejected or queried by BA because of a failure in the operation of a BA ordering system will not be included in calculations to determine the percentage of [CLEC]'s orders that are rejected or queried by BA.

-1 point = 2 % of Resale Services Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Lines Out of Service Factor.¹

-2 points = 4 % of Resale Services Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Lines Out of Service Factor.¹

-3 points = 6 % of Resale Services Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Lines Out of Service Factor.¹

¹ Lines Out of Service Factor = (Percentage of [CLEC] Resale Services POTS and Specials lines network troubles out of service > 24 hours - Percentage of BA retail customer POTS and Specials lines network troubles out of service > 24 hours) x ([CLEC] Resale Services POTS and Specials lines with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total [CLEC] Resale Services POTS and Specials lines in service).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to [CLEC] for an out of service condition or other measured service affecting condition, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 200% of the pro-rated recurring charges for the item of Resale Service that was out of service or subject to the measured service affecting condition for the period that the item of Resale Service was out of service or subject to the measured service affecting condition.

Adjustment of Performance Credit:

In the repair function, mutual responsibilities exist. The responsibility for authorizing a dispatch resides with [CLEC]. Reductions will be made in the Performance Credit if necessary access is not available, or if a dispatch is made and no trouble is found,¹⁴ or if trouble is found to be on the [CLEC] customer's side of the network demarcation point (e.g., in premises wiring or customer premises equipment), at a statistically higher rate than the same performance that BA experiences for BA's own retail customers.

Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% No Access Rate	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹
% Found OK or Trouble Found on Customer Premises	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ "Parity" will be determined in accordance with the statistical methodology set forth in Appendix 4, "Statistical Methodology for Determining 'Parity' Range".

Total Score:

¹⁴ BA will not include in calculations to determine reductions in the Performance Credit a dispatch where no trouble is found if a trouble which should have been found on such dispatch is found on a subsequent dispatch.

0 or Greater Points = No Adjustment to Maintenance Performance Credit

-1 point = 25 % Reduction of Maintenance Performance Credit

-2 points = 50 % Reduction of Maintenance Performance Credit

Resale Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Ordering (OC Timeliness and Reject Timeliness):

1. Performance Measurements and Performance Credits will apply only if: (a) EDI Issue 8 implementing LSOG Issue 2 ordering interface specifications (or such later ordering interface specifications, supported by BA, as BA shall have made available for [CLEC]'s use) is in place and is being used by [CLEC] for all Resale Services ordering which can be performed via EDI; or, (b) BA's WebGUI is in place and being used by [CLEC] for all Resale Services ordering which can be performed via BA's WebGUI. [CLEC] must implement later specifications of EDI and later versions of WebGUI within 90 days (or such other shorter period as may be required by this Agreement) after BA has made them available for [CLEC]'s use.
2. [CLEC] shall provide to BA forecasts of Resale Services volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If [CLEC] fails to timely provide the forecasts of Resale Services volumes to BA, BA may exclude Performance Category 4 and the Performance Measurements in Category 4 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
3. If [CLEC] submits more than 60 orders in a day and [CLEC] submitted work load for any one hour in that day is more than twice (2x) the daily average hour [CLEC] submitted work load,¹⁵ all transactions for that day will be deemed to have at least met "Equals Standard" ("O" Points).
4. OC and Reject Timeliness Performance Measurements do not apply to orders with negotiated due dates.

Provisioning (Missed Installation Appointments):

1. [CLEC] Missed Installation Appointments do not include appointments missed or rescheduled due to the delay, act or omission of [CLEC], [CLEC]'s contractors or vendors,¹⁶ or [CLEC]'s customers (including, but not limited to, inability to access interfaces and terminals).

¹⁵ In calculating "the daily average hour [CLEC] submitted work load", the "daily" period used for the calculation shall be deemed to be twelve (12) hours in length.

¹⁶ For the purposes of Paragraph 1, above, the phrase "[CLEC]'s contractors or vendors" does not include BA.

2. If the Expedited Due Dates¹⁷ for any one month in a measured calendar quarter exceed 10% of the total appointments for that month, BA will not be obligated to calculate Performance Category 4 for that month, or the Performance Measurements in Performance Category 4 for that month, and may exclude Performance Category 4 for that month, and the Performance Measurements in Performance Category 4 for that month, from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.

3. [CLEC] Missed Installation Appointments will be included in the computation only if:

- (a) All order information submitted by [CLEC] was valid (e.g., street address, end user local contact (LCON), Floor/unit number).
- (b) [CLEC] and [CLEC]'s customer were available and ready for service at the appointed date and time. Access to Terminal Equipment was available.
- (c) Accurate account and customer information was submitted by [CLEC].
- (d) Orders were completed as submitted without cancellation after Order Confirmation.
- (e) [CLEC] and [CLEC]'s customer were available for testing and cooperative coordination as requested by BA.

4. [CLEC] shall provide to BA forecasts of Resale Services volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for Resale Services volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] for each month. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If [CLEC] fails to timely provide the forecasts of Resale Services volumes to BA, BA may exclude Performance Category 4 and the Performance Measurements in Category 4 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.

5. If more than 10% of [CLEC]'s orders in a month fall out of BA's provisioning systems (i.e., require manual investigation and/or correction), or require correction of [CLEC] provided information during provisioning, BA may exclude Missed Installation Appointment Performance Measurements for that month from the calculation of calendar quarter Performance Measurements and Performance Credits.

6. Performance Measurement calculations for provisioning will exclude Resale Services provided pursuant to negotiated installation intervals.

Maintenance:

¹⁷ An "Expedited Due Date" is any due date with a shorter interval than the standard interval being offered by BA for the transaction at the time the transaction is requested.

1. Out of Service Over 24 Hours: Excluded will be reports where access was required but not available during the first 24 hours.
2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 03 (Drops), 04 (Loops) and 05 (Inside Central Office).
3. [CLEC] shall establish a toll free 800 number for BA repair technicians to call for trouble related questions and trouble closeout.
4. The [CLEC] repair center and toll free number must be available 24 hours per day, seven days per week.

D. Interconnection Trunks

1. Performance Category 6 – Interconnection Trunk Provisioning

Performance Measurement	Misses Standard -1 Point	Equals Standard 0 Points	Exceeds Standard + 1 Point
Provisioning - Missed Installation Appointments ¹ (IT KSQM 11)	Moderate to High probability less than Parity ²	Parity ²	Moderate to High probability better than Parity ²

¹ Orders Received after 12:00 Noon Eastern Time will have the “clock” start at 8:00 a.m. on the next business day.

² “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurement with BA’s performance for BA IXC Feature Group D Trunks.

Calculation of Performance Credit:

<u>Total Score:</u>		
<u>Score</u>	<u>Credit</u>	<u>Applied to</u>
0 or greater	No Performance Credits	
-1 point	10 %	Trunk Non-Recurring Charges for [CLEC] for the measured calendar quarter multiplied by the Missed Installation Factor ³

³ Missed Installation Factor = (Missed [CLEC] Trunk Installation Appointments for the measured calendar quarter as a percentage of [CLEC] Trunk Installation Appointments for the measured calendar quarter) - (Missed Installation Appointments for BA IXC Feature Group D Trunks for the measured calendar quarter as a percentage of BA IXC Feature Group D Trunk Installation Appointments for the measured calendar quarter).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to [CLEC] for a missed installation appointment, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 100% of the non-recurring charges for the Interconnection Trunk that was subject to the missed installation appointment.

Adjustment of Performance Credit:

In the provisioning function, mutual responsibilities exist. In addition to trunks provided by BA to [CLEC], [CLEC] will provide trunks to BA. If the percentage of Missed Appointments for trunks ordered by BA from [CLEC] exceeds the percentage of missed appointments for trunks ordered by [CLEC] from BA performance, the Performance Credit will be reduced as stated below. (The percentage missed appointment calculation comparison requires a minimum sample size of 50 trunks on both sides to be valid.) [CLEC] shall maintain due date intervals for trunks to be provided by [CLEC] to BA that are no longer than BA's due date intervals for comparable trunks.

Trunks Ordered by BA from [CLEC]

Measurement	100% reduction in Credit	50% Reduction in Credit
Provisioning of Trunks for BA by [CLEC] - Missed Installation Appointments:	>5 percentage points worse than BA Performance	> 2 but ≤ 5 percentage points worse than BA Performance

2. Performance Category 7 – Interconnection Trunk Maintenance and Repair

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
% Out of Service > 24 Hours (IT KSQM 17)	Moderate to High probability less than Parity ¹	Parity ¹	Moderate to High probability better than Parity ¹

¹ “Parity” will be determined in accordance with the statistical methodology set forth in Appendix 4, “Statistical Methodology for Determining ‘Parity’ Range”. “Parity” will be based upon a comparison of BA’s performance for the above Performance Measurement with BA’s performance for BA IXC Feature Group D Trunks.

Calculation of Performance Credit:

Total Score:

<u>Score</u>	<u>% Credit</u>	<u>Applied to</u>
0 or greater	No Performance Credits	
-1 point	\$ 1.00 Per DS1 Trunk per Day out of service	Lines Out of Service Factor

¹ Lines Out of Service Factor = (Percentage of [CLEC] Interconnection Trunks network troubles out of service > 24 hours - Percentage of BA IXC Feature Group D Trunks network troubles out of service > 24 hours) x ([CLEC] Interconnection Trunks with network troubles out of service > 24 hours, as a percentage of the measured calendar quarter average total [CLEC] Interconnection Trunks in service).

The total amount of the credits, other allowances and exclusions from payment, and other compensation, due to [CLEC] for an out of service condition or other measured service affecting condition, regardless of source (e.g., this Schedule 27.2, other provisions of this Agreement, applicable BA tariffs, or otherwise), shall not exceed an amount equal to 200% of the pro-rated recurring charges for the Interconnection Trunk that was out of service or subject to the measured service affecting condition for the period that the Interconnection Trunk was out of service or subject to the measured service affecting condition.

Interconnection Trunk Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

Provisioning:

1. Performance Measurement calculations for provisioning will be performed only if for the measured calendar quarter a minimum of 50 trunks was installed by BA for [CLEC] and a minimum of 100 IXC Feature Group D trunks was installed by BA for IXCs.
2. Orders must be received electronically, using a BA supported version of BA's electronic Access Service Request System.
3. Performance Measurement calculations for provisioning will exclude trunks provided pursuant to negotiated installation intervals.
4. Performance Measurement calculations for provisioning will be based on comparisons by trunk type (e.g., DS0 with DS0, DS1 with DS1).
5. [CLEC] shall provide to BA forecasts of Interconnection Trunk volumes at least six (6) months prior to the commencement of the measured calendar quarter. Forecasts for Interconnection Trunk volumes (including both number of orders to be submitted and number of items of service to be ordered) shall be submitted by [CLEC] either (a) for each month or (b) for each quarter, in which case the quarterly volume will be pro-rated to a monthly volume. If submission volumes for any one month in a measured calendar quarter vary from forecasted volumes for such month stated in submitted forecasts by more than 10% (plus or minus), BA may exclude that month from consideration in calculating Performance Measurements and Performance Credits and determining whether BA is obligated to take investigative or corrective action under Section 3.3. If [CLEC] fails to timely provide the forecasts of volumes to BA, BA may exclude Performance Category 6 and the Performance Measurements in Category 6 from calculation of Performance Credits and from taking investigative or corrective action under Section 3.3.
6. [CLEC] Missed Installation Appointments do not include:
 - a. Installation Appointments missed or rescheduled due to the delay, act or omission of [CLEC], [CLEC]'s contractors or vendors,¹⁸ or [CLEC]'s customers.
 - b. Missed Installation Appointments for [CLEC] installations being made to rehome trunks or for network grooming.

¹⁸ For the purposes of Paragraph 6, above, the phrase "[CLEC]'s contractors or vendors" does not include BA.

7. [CLEC] Missed Installation Appointments will be included in the computation only if they result in a blockage of traffic that is in excess of standard design blocking thresholds and that is identified and reported to BA by [CLEC].

8. [CLEC] Missed Installation Appointments will be included in the computation only if:

- a. All order information submitted by [CLEC] was valid.
- b. [CLEC] was prepared to accept the installation of service at the scheduled time.
- c. Orders were completed as submitted without cancellation after order confirmation.
- d. [CLEC] and [CLEC]'s customer were available for testing and cooperative coordination as requested by BA.

9. [CLEC] Missed Installation Appointments include only missed installation appointments for interconnection trunks used one-way.

Maintenance:

1. This Performance Category will be measured no earlier than completion of the WFA inventory for [CLEC] and BA trunks and validation of applicable field procedures.

2. Measured Trouble Reports include those found to be in the Network: Disposition Codes 04 (Outside Plant) and 05 (Inside Central Office).

3. Applies only to trunks used as per applicable technical specifications.

4. [CLEC] trunks will be included in the computation only if [CLEC] was available for testing and cooperative coordination if requested by BA.

5. Applies only to trunks where blockage exceeding standard design blocking thresholds has been identified and reported by [CLEC].

6. Applies only to interconnection trunks used one-way.

E. Billing

1. Performance Category 8 – Timeliness of Daily Usage Feed (“DUF”) for UNE Switching and Resale Services

Performance Measurement	Misses Standard - 1 point	Equals Standard 0 points	Exceeds Standard + 1 point
Timeliness of Daily Usage Feed (CLEC Billing KSQM 21)	<90% of recorded call events in 5 Business Days	90% to 95% of recorded call events in 5 Business Days	>95% of recorded call events in 5 Business Days

Calculation of Performance Credit

Total Score:

0 or Greater Points = No Performance Credit

-1 point = 0.25 % of DUF Charges (for UNE Switching and Resale Services) for [CLEC] for the measured calendar quarter.

Billing Definitions, Conditions, Requirements & Exclusions:

The following definitions, conditions, requirements and exclusions shall apply. In addition, all applicable definitions, conditions, requirements and exclusions set out in other provisions of this Schedule 27.2 shall apply (including, but not limited to, definitions, conditions, requirements and exclusions, pertaining to measurements set out in Appendix 1).

1. UNE usage (Daily Usage Feed) information is limited to only Unbundled Switching. Measurement with regard to Unbundled Switching will begin no earlier than 4/1/98.
2. Excluded are delays or failures to provide information provided by third parties.
3. Excluded are delays or failures to provide information where the cause of the delay or failure also affects BA’s ability to collect and utilize information for itself.
4. Measurement will be made for lines that have been equipped at [CLEC]’s request to collect daily usage feed information.

SCHEDULE 27.2

APPENDIX 4

STATISTICAL METHODOLOGY FOR DETERMINING “PARITY” RANGE

- 1. For Performance measures where the measure is a yes or no on each measured item: (e.g., % met or not met):**

Measurement Objective:

To determine if the level of service provided to [CLEC] is, on average, similar to or different from the level of service BA provides to other BA customers.

The following methodology applies to service in which in each instance of its provision, the outcome can be categorized as a success or a failure (e.g., was the appointment missed, was a customer's line out of service for more than 24 hours, etc.).

Now, let x_{ij} = the i th customers score on service; where
 $x_{ij} = 0$ if the outcome is categorized as a success
 $x_{ij} = 1$ if the outcome is categorized as a failure

More specifically, let

$\sum x_{1ij}$ = the number of [CLEC] customers' instances of service categorized as a failure

The standard of service against which the instances of service to [CLEC]'s customers will be compared is the average of that provided by BA to its own customers, viz.

$$P_{0j} = \frac{\sum x_{0ij}}{N_{0j}} \quad \text{where } N_{0j} \text{ is the number of instances of provision of service } j \text{ to BA's customers}$$

The service index calculated for [CLEC] for service j and which will be compared against the service standard P_{0j} is given by:

$$P_{1j} = \frac{\sum x_{1ij}}{N_{1j}} \quad \text{where } N_{1j} \text{ is the number of instances of provision of service } j \text{ to [CLEC]'s customers}$$

It is assumed that N_{0j} will be large relative to N_{1j} ; and that N_{1j} may in fact, for certain j , be small.

The assumption can be made that the N_{1j} constitutes a sample taken from a larger population comprised of N_{0j} ; i.e., instances of service provision like those provided to BA customers. In this case the N_{1j} are

not technically a subset (i.e., sample) of N_{0j} . But for the purposes of the model we assume that if [CLEC] customers are being treated the same as BA customers, then the distribution of the x_{0ij} and the x_{1ij} , should be identical, hence our viewing N_{1j} as a sample of N_{0j} .

If such an assumption is correct then the value P_{1j} should be similar to the value P_{0j} . If it is not correct, then the two values would be expected to be different with the magnitude of the difference reflecting how different the two populations are, and by implication, how different the service level to each.

The question that arises is how close must P_{1j} and P_{0j} be to conclude that the two populations received similar levels of service and how different must they be to conclude they did not.

If we assume N_{1j} is a sample taken from a universe identical to the BA universe, then it is possible to derive the distribution of possible values of P_{1j} that could occur when drawing a sample of size N_{1j} from such a universe. If N_{1j} is adequately large, (viz., if N_{1j} is greater than 30) these values will follow a normal distribution and have:

$$\begin{aligned} \text{Expected value} &= E(x) = N_{1j} \times P_{0j} \\ \text{and} \\ \text{the Variance} &= \text{Var}(x) = N_{1j} \times P_{0j} (1 - P_{0j}) \end{aligned}$$

If the CLEC population is in fact identical (or very nearly so) to the BA population, then most values of P_{1j} would lie close to P_{0j} , and if the populations were not identical than most values of P_{1j} would lie further from P_{0j} with the magnitude of the differences reflecting how different the two underlying populations are and, by implication, how different the level of service provided the two populations.

It is possible to evaluate how likely it is that the N_{0j} and the N_{1j} instances of service are, on average, the same by evaluating how likely it would be by chance alone to observe a difference as large as the one in fact observed, viz. $P_{0j} - P_{1j}$.

The procedure for performing this evaluation is as follows:

1. Calculate the BA service standard for service j as follows:

$$P_{0j} = \frac{\sum X_{0ij}}{N_{0j}}$$

2. Calculate the level of service provided to [CLEC] as follows:

$$P_{1j} = \frac{\sum X_{1ij}}{N_{1j}}$$

3. Calculate an index of service level comparability, z, as follows:

$$Z = \frac{P_{0j} - P_{1j}}{\sqrt{\frac{P_{0j} (1 - P_{0j})}{N_{1j}}}}$$

4. Evaluate the probability of similar or dissimilar services for BA and CLEC customers as follows:

<-0.83 ("Misses Standard")	• Probability is moderate to high that [CLEC] customers are more poorly served than BA customers.
-0.83 to 0.83 ("Parity") ("Equals Standard")	• Probability is weak that [CLEC] customers are more poorly served than BA customers, or the probability is high that [CLEC] customers are served the same as BA customers, or the probability is weak that [CLEC] customers are better served than BA customers.
> 0.83 ("Exceeds Standard")	• Probability is moderate to high that [CLEC] customers are better served than BA customers.

For the purposes of Performance Metrics listed in Appendix 2 to which the statistical methodology set forth in this Appendix 4, Section 1 is applicable, and Performance Measurements listed in Appendix 3 to which the statistical methodology set forth in this Appendix 4, Section 1 is applicable, BA's performance will be deemed: (a) to have missed or failed to meet the "Parity" standard ("Misses Standard") if the result is < -0.83 ("Probability is moderate to high that [CLEC] customers are more poorly served than BA customers"); (b) to have equaled or met the "Parity" standard ("Equals

Standard”) if the result is -0.83 to 0.83 (i.e., “Probability is weak that [CLEC] customers are more poorly served than BA customers, or the probability is high that [CLEC] customers are served the same as BA customers, or the probability is weak that [CLEC] customers are better served than BA customers”); or, (c) to have exceeded the “Parity” standard (“Exceeds Standard”) if the result is > 0.83 (“Probability is moderate to high that [CLEC] customers are better served than BA customers”).

2. For Performance measures where the measure is a variable measure: (e.g., cycle time):

Measurement Objective:

To determine, for those services for which performance level is measured as an elapsed time, if the level of service provided to [CLEC] is, on average, similar to or different from the level of service BA provides to other BA customers.

Methodology:

The following methodology applies to service in which in each instance of its provision, the outcome is represented as a measurement of an interval of time (e.g., 10 minutes, 2.5 hours, 3.5 days, etc.). For example, "time to restore service."

Define the variable X, as duration of interval being measured (e.g., time to restore service in hours)

Now, let N_j = the number of instances of service j for BA customers

n_j = the number of instances of service j for [CLEC] customers

x_{ij} = BA's i th customer's score on service j $i = 1, 2, 3, \dots, N_j$

x'_{ij} = [CLEC]'s i th customer's score on service j $i = 1, 2, 3, \dots, n_j$

1. Calculate the average duration for service j for all Bell Atlantic customers as follows:

$$\text{Average duration of BA customers} = \bar{m} = \frac{x_{1j} + x_{2j} + x_{3j} \dots x_{Nj}}{N_j} = \frac{\sum_{i=1}^{N_j} x_{ij}}{N_j}$$

2. Calculate the standard deviation of the duration scores on service j for all BA customers as follows:

Standard deviation of BA customer's scores =

$$s_x = \sqrt{\frac{(x_{1j} - \bar{m})^2 + (x_{2j} - \bar{m})^2 + (x_{3j} - \bar{m})^2 + \dots + (x_{Nj} - \bar{m})^2}{N_j}} = \sqrt{\frac{\sum_{i=1}^{N_j} (x_{ij} - \bar{m})^2}{N_j}}$$

3. Calculate the average duration for service j for all [CLEC] customers as follows:

$$\text{Average duration of [CLEC] customers} = \bar{X}'_j = \frac{x'_{1j} + x'_{2j} + x'_{3j} \dots x'_{nj}}{n_j} = \frac{\sum_{i=1}^{n_j} x'_{ij}}{n_j}$$

4. Calculate an Index of parity:

Having determined the following values:

N_j = the number of instances of service j for BA customers

n_j = the number of instances of service j for [CLEC] customers

m = the average duration for all BA customers

s_x = the standard deviation of duration scores for all BA customers

\bar{X}'_j = the average duration for all [CLEC] customers

Derive an index of parity as follows:

$$\text{Index of Parity} = t = \frac{\bar{X}'_j - m_x}{\frac{s_x}{\sqrt{n_j}}},$$

where values of the index less than 0.0 indicate [CLEC] customers are being serviced on average with less delay (i.e., better) than BA customers, values of the index greater than 0.0 indicate [CLEC] customers are being serviced on average with more delay (i.e., worse) than BA customers,

and

where greater absolute values of the index, t, indicate increasingly less likelihood that the observed differences between [CLEC] and BA customers' is due to chance variation, or what is called sampling error, and greater likelihood the difference is due to other than chance factors.

5. Interpret the Index of Parity by referring to the *Parity Translation Table* and following these steps:

- Note the value of n_j as determined previously, and calculate the value $n_j - 1$
- Locate the value of $n_j - 1$ in the first column of the parity index translation table
- Inspect the ranges of values of t in the row of the table corresponding to your value of $n_j - 1$, locating the range containing the value of t corresponding to the one you calculated.
- Look at the top of the column containing the value of t corresponding to the one you calculated and read the interpretation of the calculated index.

For the purposes of Performance Metrics listed in Appendix 2 to which the statistical methodology set forth in this Appendix 4, Section 2 is applicable, and Performance Measurements listed in Appendix 3 to which the statistical methodology set forth in this Appendix 4, Section 2 is applicable, BA's performance will be deemed: (a) to have missed or failed to meet the "Parity" standard ("Misses Standard") if the result as shown on the *Parity Translation Table* is "Probability that CLEC customers Serviced worse than BA's Customers is High" or "Probability that CLEC customers Serviced worse than BA's Customers is Moderate"; (b) to have equaled or met the "Parity" standard ("Equals Standard") if the result as shown on the *Parity Translation Table* is "Probability that CLEC customers Serviced worse than BA's Customers is Weak", "Probability CLEC & BA Customers Serviced the Same is High", or "Probability that CLEC Customers Serviced Better than BA's Customers is Weak"; or, (c) to have exceeded the "Parity" standard ("Exceeds Standard") if the result as shown on the *Parity Translation Table* is "Probability CLEC Customers Serviced Better than BA's Customers is Moderate" or "Probability that CLEC Customers Serviced Better than BA's Customers is High").

Parity Translation Table